

FILED

MAY 23 2018

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
GRANT CLARK WASIK,)
MICHAEL AUSTIN SEWARD, and) Title 18, United States Code, Sections 1343,
KEVIN JAMES MCCORMICK,) 1349, and 2
)
Defendants.)
)

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE

SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

COUNT ONE

Conspiracy to Commit Wire Fraud – 18 U.S.C. §1349

1. Beginning on or about November 12, 2013, and continuing until on or about June 29, 2016, defendants MICHAEL AUSTIN SEWARD and KEVIN JAMES MCCORMICK were owners of a Florida corporation known as Client Care Experts, Inc., formerly known as First Choice Tech Support, LLC (“Client Care/First Choice”). Defendant GRANT CLARK WASIK was an employee and manager of Client Care/First Choice. Client Care/First Choice was located at 2637 East Atlantic Boulevard, #139, Pompano Beach, Florida, and 3301 Quantum Boulevard, Suite 201, Boynton Beach, Florida.

2. Client Care/First Choice was a Tech Support scam which defrauded thousands of consumers throughout the United States, Canada, and other countries.

3. The owners and managers of Client Care/First Choice purchased internet advertisements that were known as pop-ups. These pop-ups appeared without warning on consumers' computer screens as they were browsing or searching the internet. The appearance of the pop-ups was triggered by certain actions taken by the consumers, including misspelling URLs and domain names.

4. The pop-ups purchased by the owners and managers of Client Care/First Choice falsely informed the consumers that a serious problem had been detected with their computers. Frequently, the pop-ups falsely informed the consumers that viruses or malware had been detected. The pop-ups also frequently falsely told the consumers that they were at risk of losing all of the data and information stored on their computers.

5. The pop-ups purchased by the owners and managers of Client Care/First Choice froze the browsers of the computers they appeared upon. As a result, the consumers typically were unable to exit the pop-ups without shutting down or re-booting their computers.

6. The pop-ups purchased by the owners and managers of Client Care/First Choice usually instructed the consumers not to shut down or re-boot their computers. Instead of shutting down or re-booting, the pop-ups instructed the consumers to call a telephone number that appeared in the pop-ups.

7. When consumers called the telephone number listed on the pop-ups, their calls were routed to Client Care/First Choice. Frequently, the Client Care/First Choice salespersons who answered the calls identified themselves as Level One Diagnostic Technicians. The salespersons then offered to help the consumers with the problems they were purportedly having with their computers.

8. In speaking with the consumers, the sales agents of Client Care/First Choice followed a script. This script was designed to deceive the consumers into believing that they needed to purchase the services and products offered by Client Care/First Choice, regardless of the actual condition of the consumers' computers.

9. As part of the sales process, the salespersons convinced the consumers to allow Client Care/First Choice to gain remote access to their computers.

10. After gaining access to the consumers' computers, the salespersons looked through the consumers' computer systems and commented upon what they saw. Frequently, the salespersons commented on routine computer functions and processes and falsely stated that those functions and processes were evidence of problems. In addition, the salespersons often falsely stated that the consumers' computers were infected with viruses or malware.

11. The salespersons also ran a program known as Webroot System Analyzer ("Webroot") on the consumers' computers. Webroot was designed to scan computer systems and identify problems. Webroot gave each computer a mathematical score to reflect the health of the computer, with a score of 100 reflecting a fully healthy computer.

12. Regardless of the Webroot score, the salespersons always attempted to convince the consumers that they had problems with their computers and that they needed to purchase the services and products offered by Client Care/First Choice.

13. In order to convince the consumers to purchase the Client Care/First Choice services and products, the salespersons employed something known as the "Best Buy pitch." Under this pitch, the salespersons asked the consumers if they were located near a Best Buy or similar store. The sales persons then told the consumers that they could have their computers fixed at Best Buy or a similar store, but Best Buy or the similar store would take much longer, and charge

them much more, than Client Care/First Choice. The Best Buy pitch was designed to make the consumers trust the salespersons, and to cause the consumers to believe that Client Care/First Choice was the best, quickest, cheapest, and most convenient way to have their purported computer problems resolved.

14. Throughout the calls, the salespersons concealed from the consumers the fact that, in most cases, if they just shut down or re-booted their computers, the pop-ups would go away and their computers would return to normal functioning. The salespersons also concealed from the consumers the fact that the pop-ups were actually advertisements that Client Care/First Choice had purchased.

15. At the conclusion of the calls, the salespersons pitched the consumers a service known as a system “tune-up.” The price for the system tune-up was typically \$250. The salespersons also attempted to sell the consumers anti-virus protection software. The price that Client Care/First Choice charged the consumers for the anti-virus protection software was typically \$400, which was a substantial mark-up from the \$8 per copy that Client Care/First Choice was paying for this software. Consumers who indicated they were unable to afford these prices were offered various discounts, such as senior discounts and military discounts.

16. Client Care/First Choice paid the salespersons a commission for each sale.

17. After the salespersons made a sale, they referred the consumer to the Tech Department of Client Care/First Choice for the computer “tune up” and anti-virus protection installation.

18. From at least October 14, 2015, and continuing through at least December 9, 2016, the defendants operated a second call room, located in the country of Costa Rica, that was known as ABC Repair Tech. ABC Repair Tech was operated in the same manner as Client Care/First

Choice. Calls to ABC Repair Tech were generated through pop-ups which froze consumers' computer browsers. These pop-ups contained false and misleading statements designed to trick the consumers into believing their computers had serious problems. The pop-ups often directed the consumers not to shut down their computers, but to call a telephone number shown on their computer screens. When consumers called this number, their calls were directed to ABC Repair Tech salespersons. Using the script provided by defendants, these salespersons then attempted to trick the consumers into believing that their computers had serious problems so that they would purchase a computer tune-up and anti-virus protection software from ABC Repair Tech.

19. The conspiracy and scheme to defraud operated from approximately November 12, 2013, through at least December 9, 2016. During this period, Client Care/First Choice and ABC Repair Tech victimized over 40,000 people out of more than \$25,000,000. The victims were located in all fifty of the United States, the District of Columbia, Puerto Rico, several U.S. territories, all ten Canadian provinces, the United Kingdom, and several other foreign countries. At least fifty-seven victims of the scam were located within the Southern District of Illinois and resided in the following counties: St. Clair, Madison, Clark, Clinton, Cumberland, Effingham, Fayette, Franklin, Jackson, Jasper, Jefferson, Marion, Massac, Monroe, Randolph, Richland, Saline, Wabash, Washington, Wayne, White, and Williamson.

20. During a portion of his employment with Client Care/First Choice, defendant GRANT CLARK WASIK, worked as a salesperson. In this position, WASIK made sales utilizing the false, fraudulent, and deceptive sales pitch and technique described in the preceding paragraphs.

21. During a portion of his employment with Client Care/First Choice, defendant GRANT CLARK WASIK worked as a Team Leader. As a Team Leader, WASIK supervised a

group of salespersons for Client Care/First Choice. In this position, WASIK instructed and guided the salespersons on his team in the use of the false, fraudulent, and deceptive sales pitch and techniques described in the preceding paragraphs.

22. During a portion of his employment with Client Care/First Choice, defendant GRANT CLARK WASIK worked as the Sales Manager. Later, WASIK became the Vice President of Client Care/First Choice. As the Sales Manager, WASIK supervised all of the Team Leaders. WASIK also controlled the number of telephone calls received by the company in response to the pop-ups. In addition, WASIK was responsible for purchasing the sales calls generated by the pop-ups and gave input to the providers regarding the content of the pop-ups. Further, WASIK was responsible for the Merchant Accounts that were used for processing credit card payments.

23. Defendant MICHAEL AUSTIN SEWARD was one of the owners of Client Care/First Choice and ABC Repair Tech. SEWARD was also the Chief Executive Officer (“CEO”) of Client Care/First Choice. SEWARD oversaw the operations of both Client Care/First Choice and ABC Repair Tech and made decisions regarding the management of both entities.

24. Defendant KEVIN JAMES MCCORMICK was one of the owners of Client Care/First Choice and ABC Repair Tech. MCCORMICK was also the Chief Financial Officer (“CFO”), and later president, of Client Care/First Choice. MCCORMICK oversaw the operations of both Client Care/First Choice and ABC Repair Tech and made decisions regarding the management of both entities.

25. Beginning on approximately November 12, 2013, and continuing until at least December 9, 2016, in the Southern District of Illinois, and elsewhere, the defendants,

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

and others both known and unknown to the Grand Jury, did knowingly and willfully conspire to commit an offense against the United States, namely to devise and participate in a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme, and attempting to do so, knowingly to cause interstate and foreign telephone calls, internet communications, credit card transactions, electronic fund transfers, and other signals to be transmitted in interstate and foreign commerce by means of wire and radio communication, including interstate wire communications between employees of Client Care/First Choice in southern Florida and consumers located in the Southern District of Illinois and elsewhere, in violation of Title 18, United States Code, Section 1343.

26. In furtherance of and as a foreseeable consequence of the conspiracy, Client Care/First Choice employees caused telephone calls, internet communications, and other signals to be transmitted in interstate and foreign commerce by means of wire and radio communications between southern Florida and consumers located throughout the United States, including the Southern District of Illinois, and several U.S. territories and foreign countries.

All in violation of Title 18, United States Code, Section 1349.

The offense occurred in connection with the conduct of telemarketing, and the offense victimized ten or more persons over the age of 55, in violation of the SCAMS Act, punishable under Title 18, United States Code, Section 2326.

COUNT TWO
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about January 29, 2015, at Edwardsville, in Madison County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Edwardsville, in Madison County, Illinois, to Florida, certain signals, namely a telephone conversation between D.M. and a Client Care/First Choice salesperson during which the salesperson solicited D.M. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT THREE
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about May 30, 2015, at Alton, in Madison County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Alton, in Madison County, Illinois, to Florida, certain signals, namely a telephone conversation between S.S. and a Client Care/First Choice salesperson during which the salesperson solicited S.S. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT FOUR
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about October 25, 2015, at Sandoval, in Marion County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Sandoval, in Marion County, Illinois, to Florida, certain signals, namely a telephone conversation between J.H. and a Client Care/First Choice salesperson during which the salesperson solicited J.H. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT FIVE
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about November 5, 2015, at Godfrey, in Madison County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Godfrey, in Madison County, Illinois, to Florida, certain signals, namely a telephone conversation between M.M. and a Client Care/First Choice salesperson during which the salesperson solicited M.M. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT SIX
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about December 4, 2015, at Waterloo, in Monroe County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in foreign commerce, from Waterloo, in Monroe County, Illinois, to the country of Costa Rica, certain signals, namely a telephone conversation between J.R. and an ABC Repair Tech salesperson during which the salesperson solicited J.R. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

**COUNT SEVEN
Wire Fraud – 18 U.S.C. § 1343**

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about December 15, 2015, at Columbia, in Monroe County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in foreign commerce, from Columbia, in Monroe County, Illinois, to the country of Costa Rica, certain signals, namely a telephone conversation between J.R. and an ABC Repair Tech salesperson during which the salesperson solicited J.R. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT EIGHT
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about January 2, 2016, at Mount Vernon, in Jefferson County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Mount Vernon, in Jefferson County, Illinois, to Florida, certain signals, namely a telephone conversation between J.H. and a Client Care/First Choice salesperson during which the salesperson solicited J.H. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

**COUNT NINE
Wire Fraud – 18 U.S.C. § 1343**

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about January 18, 2016, at Bethalto, in Madison County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Bethalto, in Madison County, Illinois, to Florida, certain signals, namely a telephone conversation between M.O. and a Client Care/First Choice salesperson during which the salesperson solicited M.O. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT TEN
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about February 4, 2016, at Glen Carbon, in Madison County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Glen Carbon, in Madison County, Illinois, to Florida, certain signals, namely a telephone conversation between R.Z. and a Client Care/First Choice salesperson during which the salesperson solicited R.Z. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT ELEVEN
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about March 9, 2016, at Jerseyville, in Jersey County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Jerseyville, in Jersey County, Illinois, to Florida, certain signals, namely a telephone conversation between D.W. and a Client Care/First Choice salesperson during which the salesperson solicited D.W. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT TWELVE
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about April 16, 2016, at Millstadt, in St. Clair County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Millstadt, in St. Clair County, Illinois, to Florida, certain signals, namely a telephone conversation between R.H. and a Client Care/First Choice salesperson during which the salesperson solicited R.H. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT THIRTEEN
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about June 15, 2016, at Makanda, in Jackson County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from Makanda, in Jackson County, Illinois, to Florida, certain signals, namely a telephone conversation between J.P. and a Client Care/First Choice salesperson during which the salesperson solicited J.P. to purchase a computer “tune-up” and anti-virus protection software;

All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT FOURTEEN
Wire Fraud – 18 U.S.C. § 1343

1. Paragraphs 1 through 24 of Count One of this indictment are realleged here.
2. On or about June 24, 2016, at West Frankfort, in Franklin County, within the Southern District of Illinois, defendants

GRANT CLARK WASIK,
MICHAEL AUSTIN SEWARD, and
KEVIN JAMES MCCORMICK,

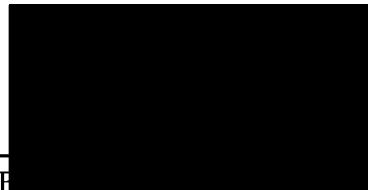
while aiding and abetting and being aided and abetted by others known and unknown to the grand jury, for the purpose of executing the scheme to defraud charged in Count One, and attempting to do so, knowingly did cause to be transmitted by means of a wire communication in interstate commerce, from West Frankfort, in Franklin County, Illinois, to Florida, certain signals, namely a telephone conversation between M.M. and a Client Care/First Choice salesperson during which the salesperson solicited M.M. to purchase a computer “tune-up” and anti-virus protection software;

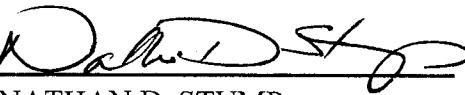
All in violation of Title 18, United States Code, Section 1343 and 2.

A TRUE BILL


DONALD S. BOYCE
United States Attorney


SCOTT A. VERSEMAN
Assistant United States Attorney




NATHAN D. STUMP
Assistant United States Attorney

Recommended bond: \$10,000 Unsecured